



Contract #

069169

5363

## STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:

Department: Department of Transportation Agency Code: 810 Division: Procurement, referred to as (STATE), and the following CONTRACTOR:Safety Supply And Sign

Name

3200 South Redwood Road

Address

STATUS OF CONTRACTOR

[ ] Sole Proprietor

[ ] Non-Profit Corporation

[X] For-Profit Corporation

[ ] Partnership

[ ] Government Agency

West Valley City UT 84119

City

State

Zip

Contact Person Kelly ~~Martin~~ <sup>MATKIN</sup> Phone # 801-973-2266 Fax # 801-973-8044 E-mail kelly@safetysupplyandsign.comFederal Tax ID# 87-0286845 Vendor # 31848E Commodity Code # 55096000011

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:  
Requirements Contract to supply Utah Department of Transportation with Vehicle Mounted Rotary Light Bars.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX#, RX-810-660000000074, FY 2006 Bid# FV 6098
4. CONTRACT PERIOD: Effective date 01 May 2006 Termination date 30 April 2011 unless terminated early.
5. CONTRACT COSTS: CONTRACTOR: Requirements Contract See Attachment D for Pricing.
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions  
ATTACHMENT B: Specifications  
ATTACHMENT C: Special Terms and Condition  
ATTACHMENT D: Pricing

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
  - Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # FV 6098  
Dated: 19 April 2006.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature

Type or Print Name and Title

Date

STATE

Kelvin G. Thacker, Procurement Manager Date

Director, Division of Purchasing

Date

PROCESSED BY  
DIVISION OF FINANCE

Director, Division of Finance

Date

Paul Kikuchi

Agency Contact Person

801-965-4071

Telephone Number

801-965-4818

Fax Number

pkkuchi@utah.gov

E-Mail

for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
  1. Nonperformance of contractual requirements;
  2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following:
    1. Exercise any remedy provided by law;
    2. Terminate this contract and any related contracts or portions thereof;
    3. Impose liquidated damages, if liquidated damages are listed in the contract;
    4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be:
  1. Atth. A: State of Utah Standard Terms and Conditions;
  2. State of Utah Contract Signature Page(s);
  3. State Additional Terms and Conditions;
  4. Contractor Terms and Conditions.
26. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 2 Feb 2006)

Attachment B  
Specifications  
Light Bars

**1.0 General Information**

Utah Department of Transportation (UDOT) is contracting with Safety Supply and Sign, to provide the State with "Vehicle Mounted Rotary Light Bars". This is a 5-year Requirements Contract to provide the State with various sizes of Vehicle Mounted Rotary Light Bars, used in highway traffic control. The result of this bid may result in a multiple contract.

**2.0 General Specifications For Vehicle Mounted Light Bar**

- 2.1 Light bars shall be new.
- 2.2 Light bars shall be delivered assembled, serviced, tested and ready to operate.
- 2.3 Light bars shall include all parts and accessories needed for installation on any vehicle. This would include but not limited to mounting hardware, wiring, nuts, bolts, washers, and bulbs.
- 2.4 All light bars shall be 12-volt.
- 2.5 Light bars shall meet current State and Federal regulations.
- 2.6 All metal parts shall be made of anodized aluminum or stainless steel to prevent corrosion and added strength.
- 2.7 The light bars shall meet the following minimum specifications listed below. Other features furnished by the manufacturer may be included.

**3.0 General Specification for Vehicle Mounted Light Bar**

- 3.1 Length of Vehicle Mounted Light Bar shall be plus or minus 1-inch.
- 3.2 15" with 2 rotators, wired for operation with 1-switch
- 3.3 22" with 2 rotators, wired for operation with 1-switch.
- 3.4 36" with 2 rotators, wired for operation with 1-switch.
- 3.5 48" with 4 rotators, wired for operation with 1-switch.
- 3.6 48" with 4 rotators and 2 work lights, wired for operation with 2-switches.

**4.0 Base Specifications**

- 4.1 Each unit shall be designed to prevent any type of rusting, bending or warping.
- 4.2 Base unit shall be designed to allow the brackets to slide the full length of the base for a variety of mounting options.

**5.0 Lens Requirements**

- 5.1 Lens shall be of amber color.
- 5.2 Lens shall be made of impact resistant virgin polycarbonate material and shall be of *OPTIC-GRADE*.
- 5.3 Lens shall be designed so that unit is water and dust resistant.
- 5.4 Lens shall be High Profile Design: Shape of dome is not specified, but dome height shall be a minimum of 5" high.

Attachment B  
Specifications  
Light Bars

**6.0 Rotor Requirements**

- 6.1 Main rotator shall flash 95-times per minute.
- 6.2 Rotator shall be designed with some type of anti-shock base to extend longevity of the rotator.
- 6.3 H1, 55-watt halogen "*LONG LIFE BULB*" shall be installed in each rotator.
- 6.4 Total flash rate for all 4-rotator bars shall be a minimum of 570 FPM but not to exceed 1200 FPM.

**7.0 SAE Specifications**

- 7.1 UDOT requires photometric AMECA Certification.
- 7.2 Light bars shall meet U-DOT Photometric Specification requirements of 80,000 cd without a dome, and a minimum of 50,000 cd with a SAE approved Amber Dome.
- 7.3 Light bars shall meet all SAE J575 mechanical specifications
- 7.4 Light bars shall meet all SAE J1318 for moisture, vibration, dust and corrosion.
- 7.5 Light bars shall meet all SAE J578 for amber color and chromaticity specifications. (Selective yellow not approved).

End.

Attachment C  
Special Terms and Conditions  
Vehicle Mounted Light Bars

**1.0 Invoicing**

In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoices.

**Submit Invoices To:**

Utah Department of Transportation  
Accounts Payable  
4501 South 2700 West  
Box 141510  
Salt Lake City, Utah 84114

State shall remit payment by U.S. mail or electronic transfer.

**2.0 Pricing**

**Change In Pricing / Specification**

Any price increase request must guarantee the price for one-year and must be made at least (30) days prior to the requested effective date. Any request for change on prices or specifications must include sufficient documentation supporting the request. Request for change on prices or specifications shall not be effective until it is approved by the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation and incorporated by contract amendment.

**3.0 Delivery**

- 4.1 Delivery shall be made within 15-days after receipt of order.
- 4.2 Delivery shall include dealers invoice and copy of warranty.
- 4.3 Delivery must include the following items in each box:
  - A. The operator's manual.
  - B. Parts list.
  - C. Part diagram.
  - D. Installation instructions.

**4.0 Identification**

Model number and description must be marked visibly on the outside of the package.

**5.0 Multiple Package**

If multiple packages are required to make a complete set, they must be identified as 1 of 3, 2 of 3 etc. No more than one unit shall be packaged per box.

Attachment C  
Special Terms and Conditions  
Vehicle Mounted Light Bars

**6.0     Manufacture Date**

Serial number or date of manufacture shall be identified on each light to verify date of manufacture.

**7.0     Warranty**

7.1     Light bars shall have a five (5) year warranty including lenses, rotators, parts and labor. Warranty shall start when product is received and accepted by UDOT.

7.2     Light bulbs shall carry a 1-year warranty.

**8.0     Parts and Service**

Safety Supply And Sign shall list sources of parts, what parts will be stocked on site, service and response time of proposed equipment needing repair. A service center shall be located within a 50-mile radius of Salt Lake City.

End.

Attachment D  
Pricing  
Vehicle Mounted Light Bars

- 1.0 Provide a delivered price to:**  
Utah Department of Transportation  
Central Warehouse  
4501 South 2700 West  
Salt Lake City, UT 84020
- 2.0 Pricing For Federal Signal Corporation, Vehicle Mounted Rotary Light Bars.**

Description	Model Number	Price
15" 2 Rotators Wired For 1-switch	P/N 415511-02	\$72.28 ea
22" 2 Rotators, Center Diamond Mirror. Wired for 1-switch	P/N 415612-02	\$91.63 ea
36" 2 Rotators, Center Diamond Mirror. Wired for 1-switch	P/N 211953-02	\$176.39 ea
47" 4 Rotators, 2-Angled Mirrors, 1-Center Diamond Mirror. Wired for 1-switch	P/N211921-02	\$235.86 ea
47" 4 Rotators, 1-Center Diamond Mirror, 2-Work Lights. Wired for 2-switches	P/N 211927-02	\$289.42 ea

Attachment D  
Pricing  
Vehicle Mounted Light Bars

**3.0 Discounts On Rotary Lights Available But Not Specified In This Bid**

Description	Percentage Off List Or Published Price
Discount On Rotary Lights Not Listed.	40% Off List

Description	Percentage Off List Or Published Price
Parts and Accessories	40% Off List

**4.0 Terms and Discounts**

Note below other terms or discounts offered.

**Volume Discounts:**

None

**Seasonal Discounts / Please Specify:**

None

**Other Discounts and Terms Offered:**

1% 7-day Net 30

End.